

CENTER FOR DISABILITY ACCESS  
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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

**Scott Johnson,**

Plaintiff,

v.

**Emanuel G. Papadakis**, in individual and representative capacity as trustee of the Revocable Living Trust Agreement of Emanuel G. Papadakis and Olga Papadakis dated May 26, 1994;  
**Olga Papadakis**, in individual and representative capacity as trustee of the Revocable Living Trust Agreement of Emanuel G. Papadakis and Olga Papadakis dated May 26, 1994;  
**Redwood City Thai House Corporation**, a California Corporation; and Does 1-10,

Defendants.

**Case No.**

**Complaint For Damages And Injunctive Relief For Violations Of: American's With Disabilities Act; Unruh Civil Rights Act**

Plaintiff Scott Johnson complains of Emanuel G. Papadakis, in individual and representative capacity as trustee of the Revocable Living Trust Agreement of Emanuel G. Papadakis and Olga Papadakis dated May 26, 1994; Olga Papadakis, in individual and representative capacity as trustee of the Revocable Living Trust Agreement of Emanuel G. Papadakis and Olga

Papadakis dated May 26, 1994; Redwood City Thai House Corporation, a California Corporation; and Does 1-10 ("Defendants"), and alleges as follows:

**PARTIES:**

1. Plaintiff is a California resident with physical disabilities. Plaintiff is a level C-5 quadriplegic. He cannot walk and also has significant manual dexterity impairments. He uses a wheelchair for mobility and has a specially equipped van.

2. Defendant Emanuel G. Papadakis, in individual and representative capacity as trustee of the Revocable Living Trust Agreement of Emanuel G. Papadakis and Olga Papadakis dated May 26, 1994, owned the real property located at or about 1742 El Camino Real, Redwood City, California, in May 2018.

3. Defendant Olga Papadakis, in individual and representative capacity as trustee of the Revocable Living Trust Agreement of Emanuel G. Papadakis and Olga Papadakis dated May 26, 1994, owned the real property located at or about 1742 El Camino Real, Redwood City, California, in May 2018.

4. Defendant Emanuel G. Papadakis, in individual and representative capacity as trustee of the Revocable Living Trust Agreement of Emanuel G. Papadakis and Olga Papadakis dated May 26, 1994, owned the real property located at or about 1742 El Camino Real, Redwood City, California, in April 2019.

5. Defendant Olga Papadakis, in individual and representative capacity as trustee of the Revocable Living Trust Agreement of Emanuel G. Papadakis and Olga Papadakis dated May 26, 1994, owned the real property located at or about 1742 El Camino Real, Redwood City, California, in April 2019.

6. Defendant Emanuel G. Papadakis, in individual and representative capacity as trustee of the Revocable Living Trust Agreement of Emanuel G.

1 Papadakis and Olga Papadakis dated May 26, 1994, owns the real property  
2 located at or about 1742 El Camino Real, Redwood City, California, currently.

3 7. Defendant Olga Papadakis, in individual and representative capacity as  
4 trustee of the Revocable Living Trust Agreement of Emanuel G. Papadakis and  
5 Olga Papadakis dated May 26, 1994, owns the real property located at or  
6 about 1742 El Camino Real, Redwood City, California, currently.

7 8. Defendant Redwood City Thai House Corporation owned Thai House  
8 located at or about 1742 El Camino Real, Redwood City, California, in May  
9 2018.

10 9. Defendant Redwood City Thai House Corporation owned Thai House  
11 located at or about 1742 El Camino Real, Redwood City, California, in April  
12 2019.

13 10. Defendant Redwood City Thai House Corporation owns Thai House  
14 (“Restaurant”) located at or about 1742 El Camino Real, Redwood City,  
15 California, currently.

16 11. Plaintiff does not know the true names of Defendants, their business  
17 capacities, their ownership connection to the property and business, or their  
18 relative responsibilities in causing the access violations herein complained of,  
19 and alleges a joint venture and common enterprise by all such Defendants.  
20 Plaintiff is informed and believes that each of the Defendants herein,  
21 including Does 1 through 10, inclusive, is responsible in some capacity for the  
22 events herein alleged, or is a necessary party for obtaining appropriate relief.  
23 Plaintiff will seek leave to amend when the true names, capacities,  
24 connections, and responsibilities of the Defendants and Does 1 through 10,  
25 inclusive, are ascertained.

26  
27 **JURISDICTION & VENUE:**

28 12. The Court has subject matter jurisdiction over the action pursuant to 28

1 U.S.C. § 1331 and § 1343(a)(3) & (a)(4) for violations of the Americans with  
2 Disabilities Act of 1990, 42 U.S.C. § 12101, et seq.

3 13. Pursuant to supplemental jurisdiction, an attendant and related cause  
4 of action, arising from the same nucleus of operative facts and arising out of  
5 the same transactions, is also brought under California's Unruh Civil Rights  
6 Act, which act expressly incorporates the Americans with Disabilities Act.

7 14. Venue is proper in this court pursuant to 28 U.S.C. § 1391(b) and is  
8 founded on the fact that the real property which is the subject of this action is  
9 located in this district and that Plaintiff's cause of action arose in this district.

10  
11 **FACTUAL ALLEGATIONS:**

12 15. Plaintiff went to the Restaurant in May 2018 and April 2019 with the  
13 intention to avail himself of its goods, motivated in part to determine if the  
14 defendants comply with the disability access laws.

15 16. The Restaurant is a facility open to the public, a place of public  
16 accommodation, and a business establishment.

17 17. Unfortunately, on the dates of the plaintiff's visits, the defendants failed  
18 to provide accessible restrooms.

19 18. On information and belief the defendants currently fail to provide  
20 accessible restrooms.

21 19. Plaintiff personally encountered these barriers.

22 20. By failing to provide accessible facilities, the defendants denied the  
23 plaintiff full and equal access.

24 21. The lack of accessible facilities created difficulty and discomfort for the  
25 Plaintiff.

26 22. The defendants have failed to maintain in working and useable  
27 conditions those features required to provide ready access to persons with  
28 disabilities.

1       23. The barriers identified above are easily removed without much  
2 difficulty or expense. They are the types of barriers identified by the  
3 Department of Justice as presumably readily achievable to remove and, in fact,  
4 these barriers are readily achievable to remove. Moreover, there are numerous  
5 alternative accommodations that could be made to provide a greater level of  
6 access if complete removal were not achievable.

7       24. Plaintiff will return to the Restaurant to avail himself of its goods and to  
8 determine compliance with the disability access laws once it is represented to  
9 him that the Restaurant and its facilities are accessible. Plaintiff is currently  
10 deterred from doing so because of his knowledge of the existing barriers and  
11 his uncertainty about the existence of yet other barriers on the site. If the  
12 barriers are not removed, the plaintiff will face unlawful and discriminatory  
13 barriers again.

14       25. Given the obvious and blatant nature of the barriers and violations  
15 alleged herein, the plaintiff alleges, on information and belief, that there are  
16 other violations and barriers on the site that relate to his disability. Plaintiff will  
17 amend the complaint, to provide proper notice regarding the scope of this  
18 lawsuit, once he conducts a site inspection. However, please be on notice that  
19 the plaintiff seeks to have all barriers related to his disability remedied. See  
20 *Doran v. 7-11*, 524 F.3d 1034 (9th Cir. 2008) (holding that once a plaintiff  
21 encounters one barrier at a site, he can sue to have all barriers that relate to his  
22 disability removed regardless of whether he personally encountered them).

23  
24 **I. FIRST CAUSE OF ACTION: VIOLATION OF THE AMERICANS**  
25 **WITH DISABILITIES ACT OF 1990** (On behalf of Plaintiff and against all  
26 Defendants.) (42 U.S.C. section 12101, et seq.)

27       26. Plaintiff re-pleads and incorporates by reference, as if fully set forth  
28 again herein, the allegations contained in all prior paragraphs of this

1 complaint.

2 27. Under the ADA, it is an act of discrimination to fail to ensure that the  
3 privileges, advantages, accommodations, facilities, goods and services of any  
4 place of public accommodation is offered on a full and equal basis by anyone  
5 who owns, leases, or operates a place of public accommodation. See 42 U.S.C.  
6 § 12182(a). Discrimination is defined, inter alia, as follows:

- 7 a. A failure to make reasonable modifications in policies, practices,  
8 or procedures, when such modifications are necessary to afford  
9 goods, services, facilities, privileges, advantages, or  
10 accommodations to individuals with disabilities, unless the  
11 accommodation would work a fundamental alteration of those  
12 services and facilities. 42 U.S.C. § 12182(b)(2)(A)(ii).
- 13 b. A failure to remove architectural barriers where such removal is  
14 readily achievable. 42 U.S.C. § 12182(b)(2)(A)(iv). Barriers are  
15 defined by reference to the ADA Standards.
- 16 c. A failure to make alterations in such a manner that, to the  
17 maximum extent feasible, the altered portions of the facility are  
18 readily accessible to and usable by individuals with disabilities,  
19 including individuals who use wheelchairs or to ensure that, to the  
20 maximum extent feasible, the path of travel to the altered area and  
21 the bathrooms, telephones, and drinking fountains serving the  
22 altered area, are readily accessible to and usable by individuals  
23 with disabilities. 42 U.S.C. § 12183(a)(2).

24 28. When a business provides facilities such as restrooms, it must provide  
25 accessible restrooms.

26 29. Here, accessible restrooms have not been provided.

27 30. The Safe Harbor provisions of the 2010 Standards are not applicable  
28 here because the conditions challenged in this lawsuit do not comply with the

1 1991 Standards.

2 31. A public accommodation must maintain in operable working condition  
3 those features of its facilities and equipment that are required to be readily  
4 accessible to and usable by persons with disabilities. 28 C.F.R. § 36.211(a).

5 32. Here, the failure to ensure that the accessible facilities were available  
6 and ready to be used by the plaintiff is a violation of the law.

7  
8 **II. SECOND CAUSE OF ACTION: VIOLATION OF THE UNRUH CIVIL**  
9 **RIGHTS ACT** (On behalf of Plaintiff and against all Defendants.) (Cal. Civ.  
10 Code § 51-53.)

11 33. Plaintiff repleads and incorporates by reference, as if fully set forth  
12 again herein, the allegations contained in all prior paragraphs of this  
13 complaint. The Unruh Civil Rights Act (“Unruh Act”) guarantees, inter alia,  
14 that persons with disabilities are entitled to full and equal accommodations,  
15 advantages, facilities, privileges, or services in all business establishment of  
16 every kind whatsoever within the jurisdiction of the State of California. Cal.  
17 Civ. Code § 51(b).

18 34. The Unruh Act provides that a violation of the ADA is a violation of the  
19 Unruh Act. Cal. Civ. Code, § 51(f).

20 35. Defendants’ acts and omissions, as herein alleged, have violated the  
21 Unruh Act by, inter alia, denying, or aiding, or inciting the denial of, Plaintiff’s  
22 rights to full and equal use of the accommodations, advantages, facilities,  
23 privileges, or services offered.

24 36. Because the violation of the Unruh Civil Rights Act resulted in difficulty,  
25 discomfort or embarrassment for the plaintiff, the defendants are also each  
26 responsible for statutory damages, i.e., a civil penalty. (Civ. Code § 55.56(a)-  
27 (c).)

28 37. Although the plaintiff was markedly frustrated by facing discriminatory

1 barriers, even manifesting itself with minor and fleeting physical symptoms,  
2 the plaintiff does not value this very modest physical personal injury greater  
3 than the amount of the statutory damages.

4  
5 **PRAYER:**

6 Wherefore, Plaintiff prays that this Court award damages and provide  
7 relief as follows:

8 1. For injunctive relief, compelling Defendants to comply with the  
9 Americans with Disabilities Act and the Unruh Civil Rights Act. Note: the  
10 plaintiff is not invoking section 55 of the California Civil Code and is not  
11 seeking injunctive relief under the Disabled Persons Act at all.

12 2. Damages under the Unruh Civil Rights Act, which provides for actual  
13 damages and a statutory minimum of \$4,000 for each offense.

14 3. Reasonable attorney fees, litigation expenses and costs of suit, pursuant  
15 to 42 U.S.C. § 12205; and Cal. Civ. Code §§ 52.

16  
17 Dated: September 26, 2019 CENTER FOR DISABILITY ACCESS

18 By:



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21 Amanda Seabock, Esq.  
22 Attorney for plaintiff  
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